


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W81W3G-3079-5781		PAGE 1 OF 26	
2. CONTRACT NO. DACW31-03-P-0248		3. AWARD/EFFECTIVE DATE 05-Jun-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0052	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDRA L WICKS		b. TELEPHONE NUMBER (No Collect Calls) 410-962-3987		6. SOLICITATION ISSUE DATE 17-Apr-2003	
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715 TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 3621 SIZE STANDARD: 750 employers		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS 0% NET 30 DAYS	
				13b. RATING			
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO OPS DIV SUSQUEHANNA RIVER PROJ RONALD BRYDEN P.O. BOX 369 DANVILLE PA 17821-0369		CODE E1R0400		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0500	
17a. CONTRACTOR/OFFEROR BREON'S INC ROY BREON 330 SOUTH MAIN STREET PLEASANT GAP PA 16823 TEL. (814)359-2947		CODE 1MNB1 FACILITY CODE 1MNB1		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE T0B0200	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT \$4,081.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 06-Jun-2003	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA J HENSLEY / ADDED BY SUMI TEL: 410-962-7718 EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$4,081.00	\$4,081.00
	REPLACEMENT AUTOMATIC TRANSFER SWITCH FFP REPLACEMENT AUTOMATIC TRANSFER SWITCH FOR STANDBY GENERATOR IN OPERATING TOWER AT BUSH DAM IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. ATTACHED: 1) WAGE DETERMINATION DECISION 2) SPECIFICATIONS Requestor: Ronald Bryden @ (570)893-4251 POC (Contracting Office) Sandy Wicks @ (410) 962-3987 Vendor Rep: Roy Breon @ (814) 359-2947 PURCHASE REQUEST NUMBER: W81W3G-3079-5781				

NET AMT \$4,081.00

ACRN AA Funded Amount \$4,081.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	07-JUL-2003	1	OPS DIV SUSQUEHANNA RIVER PROJ	E1R0400
			RONALD BRYDEN	
			P.O. BOX 369	
			DANVILLE PA 17821-0369	
			(570) 893-4251	
			FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082420 2500A05116027023 NA 96181
 COST 000000000000
 CODE:
 AMOUNT: \$4,081.00

CLAUSES INCORPORATED BY REFERENCE

52.211-5	Material Requirements	AUG 2000
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(MAY 2002)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Dec 1998).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Mar 2001).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(ii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iii) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(iv) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(v) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vi) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act --Supplies (May 2002) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

STATEMENT OF WORK

REPLACEMENT AUTOMATIC TRANSFER SWITCH FOR TOWER GENERATOR
ALVIN R. BUSH DAM
RENOVO, PENNSYLVANIA

GENERAL BID SPECIFICATIONS

SECTION B

PRICES/COSTS

The Contractor, as an independent Contractor and not as an agent of the Government, shall furnish all labor, supervision, plant, materials, equipment and supplies to remove and replace automatic transfer switch for the stand-by generator in the operation tower at Alvin R. Bush Dam at Renovo, PA. in accordance with the specifications and drawings/plates of the contract.

SECTION C

I. STATEMENT OF WORK

C.1 Statement of Work: The Contractor shall provide labor, supervision, plant, materials, equipment and supplies to complete the following work on the stand-by generator control and transfer system in the operating tower at Alvin R. Bush Dam:

- a. Remove and dispose of and replace the automatic transfer switch.
- b. Complete all required testing of new switch gear and provide inspection.

C.1.1 Location: Alvin R. Bush Dam is located at 3848 Kettle Creek Road, approximately 7 miles off SR 120, approximately 14 miles west of Renovo, in Clinton County, Pennsylvania. See Attachment #1.

II. SPECIAL CONDITIONS

C.2 Site Inspections: For the benefit of prospective bidders, a site inspection is highly recommended. To arrange for an inspection on site prior to bidding, contact the Head Dam Operator, Mr. Curt Anderson at (570) 923-1800.

C.2.1 Commencement of Work: All parts and equipment will be ordered within 30 calendar days after notification of Award of Bid and work shall be completed within 30 calendar days of receipt of materials. The start date will be coordinated with the Head Dam Operator.

C.2.2 Performance of Work: The Contractor shall perform work only during normal Corps of Engineers duty hours (7:30 a.m. to 4:00 p.m., Monday through Friday, excluding national holidays). Exceptions to this condition must be coordinated with and approved in advance by the Project Manager, Susquehanna River Project.

C.2.3 Accident Prevention: In performing this contract, the Contractor shall comply with all current Federal, State and Local safety regulations, including Corps of Engineers Safety and Health Requirement Manual EM 385-1-1, and shall comply with any subsequent changes. The Corps of Engineers Safety and Health Requirement Manual EM 385-1-1 may be found on the World Wide Web at <http://www.hq.usace.army.mil/ceso/cesopub.htm>. Prior to commencement of work under this contract, the Contractor shall furnish the following for approval by the Government:

- (a) Hazard Analysis Plan Section I, Article 01.A.06, EM 385-1-1, dated 03 Sep 96
- (b) Accident Prevention Plan Section I, Article 01.A.07, Em 385-1-1, dated 03 Sep 96
- (c) Activity Hazard Analyses Section I, Article 01.A.09, EM 385-1-1, dated 03 Sept 96

C.2.4 Accident Reporting: In the event of an accident or injury involving contractor personnel or equipment in performance of work, the Contractor shall immediately notify the Government representative by the most expedient means feasible. If instructed so, the Contractor shall complete forms furnished, and/or provide a written description of the incident within 24 hours of notification to do so.

C.2.5 Operations and Storage Areas: The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Head Dam Operator. The Contractor shall hold and save the Government, its officers and agents free and harmless from liability of any nature occasioned by the Contractor's performance.

C.2.6 Housekeeping: The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work site and premises, any rubbish, tools, equipment and materials that are not property of the Government. Upon completing the work, the Contractor shall restore the work area to the original condition, satisfactory to the Contracting Officer.

C.2.7 Environmental Protection: The Contractor is required to comply with all Federal, State and Local environmental regulations.

C.2.8 Permits and Licenses: The Contractor shall, at his/her own expense, obtain any license or permits required to perform the contract. The Contractor shall comply with all Federal, State and Local laws and regulations and shall comply with any subsequent changes.

C.2.9 Records and Reports: In addition to the administrative requirements dictated elsewhere in this contract, the Contractor shall complete a Daily Construction Quality Control Report form to maintain record of contract performance, accident/injury incidence, and observance of project deficiencies. Forms will be distributed at pre-work conference.

C.2.10 Superintendent: The Contractor shall act as, or provide a Superintendent who is responsible for quality control whenever the work specified herein is being performed. The Superintendent shall conduct overall management coordination and be the central point of contact with the Government for performance of all work under this contract. The Superintendent and any individual designated to act for him/her shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to the administration of the entire contract. Such authorization shall be submitted in writing to the Government representative. The Superintendent shall deal directly with the designated, for normal day-to-day administration of the contract provisions. Superintendent's (s) will be required to attend pre-work conference prior to commencing work under this contract.

C.2.11 Project Operation: Alvin R. Bush Dam is a flood control project and the Contractor's access to the work area and the execution of the requirements specified herein shall not interfere with the daily operations of the dam or employees. It is the responsibility of the Contractor to coordinate all work with the Head Dam Operator or his assistant.

III SPECIFICATIONS

C.3 General: The Contractor shall provide all labor, equipment, tools and materials necessary for the removal and replacement of the automatic transfer switch. All work shall meet requirements of National Electric Code standards and will meet or exceed the following technical specifications:.

C.3.1 Technical Specifications:

- a. Switch shall be Onan LT III Series – Automatic or equivalent
- b. Switch shall be equipped with Level 2 Control and shall include the following:
 - ? adjustable time control options for start, transfer, retransfer, and stop
 - ? undervoltage sensing
 - ? LED status indicators for Source Available and Switch.
 - ? LED indicator for Position on Normal and Emergency.
 - ? Remote test terminals
 - ? Momentary test switch
 - ? Retransfer Bypass Switch
 - ? 7 day exerciser clock with or without load
 - ? Auto/Manual retransfer
 - ? 2 amp battery charger
- c. The following options shall be included:
 - ? 200 amp rated switch gear and panel

- ? Mechanically held normal and emergency sides latching relay
- ? 240 VAC line - line rating
- ? 60 Hz frequency rating
- ? UL type 1 general purpose indoor enclosure
- ? Single Phase 3 wire system option
- ? Control package B
- ? 1-3 second programmed transition
- ? UL 1008 certified system
- ? 2 amp 12 v DC battery charger

WAGE DETERMINATION DECISION

WAGE DETERMINATION DECISION

OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2451 (Rev. 22) dated 28 May 2002

State(s): Ohio, Pennsylvania

Areas: Ohio COUNTIES OF Belmont, Harrison, Jefferson, Tuscarawas
 Pennsylvania COUNTIES OF Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

WAGE DETERMINATION NO: 94-2451 REV (22) AREA: PA,PITTSBURGH

WAGE DETERMINATION NO: 94-2451 REV (22) AREA: PA,PITTSBURGH		
REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL		
		WASHINGTON D.C. 20210
		Wage Determination No.: 1994-2451
William W.Gross	Division of	Revision No.: 22
Director	Wage Determinations	Date Of Last Revision: 05/28/2002

—
States: Ohio, Pennsylvania
Area: Ohio Counties of Belmont, Harrison, Jefferson, Tuscarawas
Pennsylvania Counties of Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

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Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	11.00
Accounting Clerk II	12.04

Accounting Clerk III	14.97
Accounting Clerk IV	20.33
Court Reporter	14.69
Dispatcher, Motor Vehicle	11.83
Document Preparation Clerk	11.66
Duplicating Machine Operator	10.49
Film/Tape Librarian	12.05
General Clerk I	7.76
General Clerk II	8.66
General Clerk III	10.69
General Clerk IV	13.35
Housing Referral Assistant	15.93
Key Entry Operator I	9.14
Key Entry Operator II	11.13
Messenger (Courier)	8.74
Order Clerk I	11.97
Order Clerk II	14.31
Personnel Assistant (Employment) I	
12.33	
Personnel Assistant (Employment) II	
13.75	
Personnel Assistant (Employment) III	
14.39	
Personnel Assistant (Employment) IV	
17.80	
Production Control Clerk	
16.30	
Rental Clerk	
12.05	
Scheduler, Maintenance	
13.55	
Secretary I	
13.55	
Secretary II	
13.82	
Secretary III	
15.93	
Secretary IV	
18.17	
Secretary V	
20.13	
Service Order Dispatcher	
12.05	
Stenographer I	
12.79	
Stenographer II	
14.30	
Supply Technician	
18.17	
Survey Worker (Interviewer)	
11.51	
Switchboard Operator-Receptionist	
9.63	

Test Examiner
12.94
Test Proctor
12.94
Travel Clerk I
10.17
Travel Clerk II
10.90
Travel Clerk III
11.71
Word Processor I
11.61
Word Processor II
15.43
Word Processor III
16.54
Automatic Data Processing Occupations
Computer Data Librarian
11.81
Computer Operator I
11.76
Computer Operator II
12.91
Computer Operator III
18.29
Computer Operator IV
20.32
Computer Operator V
22.49
Computer Programmer I (1)
18.47
Computer Programmer II (1)
21.00
Computer Programmer III (1)
25.20
Computer Programmer IV (1)
27.62
Computer Systems Analyst I (1)
19.57
Computer Systems Analyst II (1)
24.98
Computer Systems Analyst III (1)
27.62
Peripheral Equipment Operator
13.96
Automotive Service Occupations
Automotive Body Repairer, Fiberglass
16.80
Automotive Glass Installer
15.60
Automotive Worker
15.60

Electrician, Automotive
16.22
Mobile Equipment Servicer
14.46
Motor Equipment Metal Mechanic
16.80
Motor Equipment Metal Worker
15.60
Motor Vehicle Mechanic
17.06
Motor Vehicle Mechanic Helper
13.89
Motor Vehicle Upholstery Worker
15.03
Motor Vehicle Wrecker
15.60
Painter, Automotive
16.22
Radiator Repair Specialist
15.60
Tire Repairer
13.96
Transmission Repair Specialist
16.80
Food Preparation and Service Occupations
Baker
10.98
Cook I
10.16
Cook II
10.98
Dishwasher
8.33
Food Service Worker
8.37
Meat Cutter
11.08
Waiter/Waitress
8.86
Furniture Maintenance and Repair Occupations
Electrostatic Spray Painter
16.22
Furniture Handler
12.62
Furniture Refinisher
16.22
Furniture Refinisher Helper
13.89
Furniture Repairer, Minor
15.03
Upholsterer
16.22
General Services and Support Occupations

Cleaner, Vehicles
8.44
Elevator Operator
11.02
Gardener
10.36
House Keeping Aid I
8.93
House Keeping Aid II
9.58
Janitor
11.02
Laborer, Grounds Maintenance
9.03
Maid or Houseman
8.93
Pest Controller
12.21
Refuse Collector
11.02
Tractor Operator
9.97
Window Cleaner
11.72
Health Occupations
Dental Assistant
10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
10.93
Licensed Practical Nurse I
12.06
Licensed Practical Nurse II
13.55
Licensed Practical Nurse III
15.15
Medical Assistant
10.66
Medical Laboratory Technician
12.93
Medical Record Clerk
11.24
Medical Record Technician
13.54
Nursing Assistant I
7.93
Nursing Assistant II
8.92
Nursing Assistant III
9.73
Nursing Assistant IV
10.92
Pharmacy Technician
12.19

Phlebotomist
12.93
Registered Nurse I
19.16
Registered Nurse II
20.13
Registered Nurse II, Specialist
22.06
Registered Nurse III
27.85
Registered Nurse III, Anesthetist
27.85
Registered Nurse IV
29.35
Information and Arts Occupations
Audiovisual Librarian
16.54
Exhibits Specialist I
20.46
Exhibits Specialist II
26.07
Exhibits Specialist III
28.16
Illustrator I
17.66
Illustrator II
22.51
Illustrator III
24.32
Librarian
24.58
Library Technician
13.89
Photographer I
13.80
Photographer II
16.58
Photographer III
21.13
Photographer IV
22.83
Photographer V
27.60
Laundry, Dry Cleaning, Pressing and Related Occupations
Assembler
8.25
Counter Attendant
8.25
Dry Cleaner
10.11
Finisher, Flatwork, Machine
8.25

Presser, Hand
 8.25
 Presser, Machine, Drycleaning
 8.25
 Presser, Machine, Shirts
 8.25
 Presser, Machine, Wearing Apparel, Laundry
 8.25
 Sewing Machine Operator
 10.80
 Tailor
 11.48
 Washer, Machine
 8.94
 Machine Tool Operation and Repair Occupations
 Machine-Tool Operator (Toolroom)
 16.21
 Tool and Die Maker
 22.76
 Material Handling and Packing Occupations
 Forklift Operator
 13.68
 Fuel Distribution System Operator
 16.62
 Material Coordinator
 16.89
 Material Expediter
 16.89
 Material Handling Laborer
 15.05
 Order Filler
 13.89
 Production Line Worker (Food Processing)
 13.61
 Shipping Packer
 13.03
 Shipping/Receiving Clerk
 12.80
 Stock Clerk (Shelf Stocker; Store Worker II)
 13.82
 Store Worker I
 10.91
 Tools and Parts Attendant
 13.61
 Warehouse Specialist
 13.61
 Mechanics and Maintenance and Repair Occupations
 Aircraft Mechanic
 17.58
 Aircraft Mechanic Helper
 13.89
 Aircraft Quality Control Inspector
 18.15

Aircraft Servicer
15.38
Aircraft Worker
16.21
Appliance Mechanic
16.22
Bicycle Repairer
13.96
Cable Splicer
21.69
Carpenter, Maintenance
16.89
Carpet Layer
17.94
Electrician, Maintenance
20.17
Electronics Technician, Maintenance I
18.40
Electronics Technician, Maintenance II
21.70
Electronics Technician, Maintenance III
23.74
Fabric Worker
15.03
Fire Alarm System Mechanic
17.58
Fire Extinguisher Repairer
14.50
Fuel Distribution System Mechanic
19.32
General Maintenance Worker
15.60
Heating, Refrigeration and Air Conditioning Mechanic
16.80
Heavy Equipment Mechanic
16.80
Heavy Equipment Operator
16.80
Instrument Mechanic
17.58
Laborer
13.37
Locksmith
16.96
Machinery Maintenance Mechanic
17.61
Machinist, Maintenance
18.41
Maintenance Trades Helper
13.89
Millwright
18.73

Office Appliance Repairer
16.96
Painter, Aircraft
16.22
Painter, Maintenance
17.50
Pipefitter, Maintenance
22.74
Plumber, Maintenance
18.65
Pneudraulic Systems Mechanic
17.58
Rigger
17.58
Scale Mechanic
16.21
Sheet-Metal Worker, Maintenance
18.05
Small Engine Mechanic
15.60
Telecommunication Mechanic I
16.80
Telecommunication Mechanic II
17.25
Telephone Lineman
17.58
Welder, Combination, Maintenance
16.81
Well Driller
16.80
Woodcraft Worker
16.80
Woodworker
14.45
Miscellaneous Occupations
Animal Caretaker
9.38
Carnival Equipment Operator
9.78
Carnival Equipment Repairer
10.16
Carnival Worker
8.33
Cashier
7.10
Desk Clerk
7.70
Embalmer
18.08
Lifeguard
8.10
Mortician
18.12

Park Attendant (Aide)
10.17
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
8.10
Recreation Specialist
12.61
Recycling Worker
12.94
Sales Clerk
8.10
School Crossing Guard (Crosswalk Attendant)
8.33
Sport Official
7.04
Survey Party Chief (Chief of Party)
13.02
Surveying Aide
7.75
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
11.83
Swimming Pool Operator
14.57
Vending Machine Attendant
12.94
Vending Machine Repairer
14.57
Vending Machine Repairer Helper
12.94
Personal Needs Occupations
Child Care Attendant
9.40
Child Care Center Clerk
8.86
Chore Aid
8.92
Homemaker
10.89
Plant and System Operation Occupations
Boiler Tender
18.89
Sewage Plant Operator
16.70
Stationary Engineer
18.89
Ventilation Equipment Tender
13.89
Water Treatment Plant Operator
16.22
Protective Service Occupations
Alarm Monitor
12.51
Corrections Officer
19.31

Court Security Officer
 19.31
 Detention Officer
 19.31
 Firefighter
 18.26
 Guard I
 8.23
 Guard II
 13.33
 Police Officer
 22.56
 Stevedoring/Longshoremen Occupations
 Blocker and Bracer
 16.21
 Hatch Tender
 16.21
 Line Handler
 16.21
 Stevedore I
 14.69
 Stevedore II
 15.86
 Technical Occupations
 Air Traffic Control Specialist, Center (2)
 28.44
 Air Traffic Control Specialist, Station (2)
 19.61
 Air Traffic Control Specialist, Terminal (2)
 21.60
 Archeological Technician I
 14.84
 Archeological Technician II
 16.62
 Archeological Technician III
 20.55
 Cartographic Technician
 20.32
 Civil Engineering Technician
 19.74
 Computer Based Training (CBT) Specialist/ Instructor
 24.32
 Drafter I
 12.82
 Drafter II
 16.27
 Drafter III
 19.55
 Drafter IV
 25.09
 Engineering Technician I
 16.04

Engineering Technician II
18.03
Engineering Technician III
20.95
Engineering Technician IV
23.96
Engineering Technician V
27.44
Engineering Technician VI
33.17
Environmental Technician
17.43
Flight Simulator/Instructor (Pilot)
27.44
Graphic Artist
18.69
Instructor
21.53
Laboratory Technician
18.37
Mathematical Technician
23.06
Paralegal/Legal Assistant I
14.45
Paralegal/Legal Assistant II
18.81
Paralegal/Legal Assistant III
22.27
Paralegal/Legal Assistant IV
22.93
Photooptics Technician
20.05
Technical Writer
21.39
Unexploded (UXO) Safety Escort
18.08
Unexploded (UXO) Sweep Personnel
18.08
Unexploded Ordnance (UXO) Technician I
18.08
Unexploded Ordnance (UXO) Technician II
21.87
Unexploded Ordnance (UXO) Technician III
26.22
Weather Observer, Combined Upper Air and Surface Programs (3)
18.24
Weather Observer, Senior (3)
19.09
Weather Observer, Upper Air (3)
18.24
Transportation/ Mobile Equipment Operation Occupations
Bus Driver
17.12

Parking and Lot Attendant
 8.33
 Shuttle Bus Driver
 14.50
 Taxi Driver
 9.93
 Truckdriver, Heavy Truck
 16.14
 Truckdriver, Light Truck
 13.51
 Truckdriver, Medium Truck
 15.75
 Truckdriver, Tractor-Trailer
 16.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3

weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years.

Length of service

includes the whole span of continuous service with the present contractor or successor,

wherever employed, and with the predecessor contractors in the performance of similar work

at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King

Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus

Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for

any of the named holidays another day off with pay in accordance with a plan communicated

to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular

tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such

uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444

(SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be

performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30

days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the

position of the contractor and the employees, to the Wage and Hour Division, Employment

Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

